# OPEN MEETING ITEM

10/7/10

**COMMISSIONERS** KRISTIN K. MAYES, Chairman **GARY PIERCE** PAUL NEWMAN SANDRA D. KENNEDY **BOB STUMP** 





1300 West Washington, Third Floor Phoenix, AZ 85007 TELEPHONE: (602) 542-4242 FAX: (602) 594-7470 E-MAIL: securitiesdiv@azcc.gov

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**ERNEST G. JOHNSON EXECUTIVE DIRECTOR** 

#### **ARIZONA CORPORATION COMMISSION**

#### MEMORANDUM

TO:

Kristin K. Mayes, Chairman Arizona Corporation Commission

Gary Pierce

Paul Newman Sandra D. Kennedy

Bob Stump

Mark Dinell

Assistant Director of Securities

DATE:

FROM:

September 24, 2010

RE:

Proposed Order to Cease and Desist, Order for Restitution, Order for

Administrative Penalties and Consent to Same by Five Star Tree Service and

DOCKETED BY

Landscapes, LLC, Richard McCullum, Jr. and Leah Atwood (S-20715A-09-0564)

DOCKETED

SEP 2 8 2010

CC:

Ernest G. Johnson, Executive Director

Attached is a proposed Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties and Consent to Same by Five Star Tree Service and Landscapes, LLC, Richard McCullum, Jr. and Leah Atwood ("collectively referred to as "Respondents"). Respondents raised \$200,000 from three investors. One investor received a \$2,500 payment from the Respondents.

Investors were told that their funds would be used to invest in a "trading platform." Based upon undisclosed trading activities, the investors would receive large return in ten to fifteen days. Investors were told the investment was guaranteed. Richard McCullum, Jr. and Leah Atwood used the funds for personal expenses.

Respondents are not registered as securities dealers or salesmen. The offering was not registered with the Commission.

The Proposed Consent requires the Respondents to cease and desist their activity, pay restitution in the amount of \$197,500 plus interest from the date of the investment and pay an administrative penalty in the amount of \$25,000. If the restitution is not paid by October 7, 2010, the administrative penalty will increase to \$50,000.

The Securities Division believes this Consent is in the best interest of the public.

Originator: Wendy Coy

# BEFORE THE ARIZONA CORPORATION COMMISSION

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In the matter of

liability company,

LEAH ATWOOD,

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#### COMMISSIONERS

KRISTIN K. MAYES, Chairman **GARY PIERCE** PAUL NEWMAN SANDRA D. KENNEDY **BOB STUMP** 

FIVE STAR TREE SERVICE AND

RICHARD MCCULLUM, JR., and

LANDSCAPES, LLC, an Arizona limited

Respondents.

DOCKET NO. S-20715A-09-0564

DECISION NO.

ORDER TO CEASE AND DESIST, ORDER FOR RESTITUTION, ORDER FOR ADMINISTRATIVE PENALTIES AND **CONSENT TO SAME** BY: RESPONDENT FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RESPONDENT RICHARD MCCULLUM, JR. AND RESPONDENT LEAH ATWOOD

FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD elect to permanently waive any right to a hearing and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 et seq. ("Securities Act") with respect to this Order To Cease and Desist, Order For Restitution, Order For Administrative Penalties and Consent To Same ("Order"). FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD admit the jurisdiction of the Arizona Corporation Commission ("Commission"); neither admit nor deny the Findings of Fact and Conclusions of Law contained in this Order; and consent to the entry of this Order by the Commission.

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#### FINDINGS OF FACT

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1. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC ("FIVE STAR TREE"), is an Arizona limited liability company formed on July 29, 2002. FIVE STAR TREE is a manager-managed limited liability company.

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an Arizona resident married to LEAH ATWOOD. According to the agreements signed with

RICHARD MCCULLUM, JR. ("R. MCCULLUM JR."), at all relevant times, was

LEAH ATWOOD ("ATWOOD"), at all relevant times, was an Arizona resident

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investors, R. MCCULLUM JR. is the managing member of FIVE STAR TREE. In addition, R.

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MCCULLUM JR. is a co-signer on the FIVE STAR TREE bank account.

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3. FIVE STAR TREE and R. MCCULLUM JR. may also be referred to as

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"Respondents."
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married to R. MCCULLUM JR. According to the Articles of Organization, ATWOOD is the

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managing member of FIVE STAR TREE. ATWOOD is the co-signer on the FIVE STAR TREE

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bank account.

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5. At all relevant times, R. MCCULLUM JR. and ATWOOD were acting for their own

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benefits and for the benefit of and in furtherance of the marital community.

18 19 6. The marriage between R. MCCULLUM JR. and ATWOOD was annulled on September 1, 2010.

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7. Beginning in or around July of 2008, through the present, FIVE STAR TREE and

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R. MCCULLUM JR., while in Arizona, began offering and selling investment opportunities to out-

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of-state investors. FIVE STAR TREE and R. MCCULLUM JR. told investors that the funds would

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be invested in "common fund for the purpose of entering into Private Placement Program[s]."

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FIVE STAR TREE and R. MCCULLUM JR. raised \$200,000 from three investors located outside

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of Arizona. FIVE STAR TREE and R. MCCULLUM JR made one payment of \$2,500 to one

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investor.

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Decision No.

- 8. R. MCCULLUM JR. told the investors that the money would be used to invest in a "trading platform." At least one investor was told that the investment was guaranteed to pay 500 percent in 15 days. Another investor was told that the chosen program was a "five times money program" in which the return to the investor would be five times the amount invested, to be paid back in ten days. The Investors' only obligation were to invest money.
- 9. R. MCCULLUM JR. stated that he had arrangements with a "Foundation" which had the "trading platform" for investors. R. MCCULLUM JR. stated that he would pool the investors' funds to reach the minimum one million dollar investment figure.
- Agreement" ("JV Agreement") with each investor. According to the JV Agreements, investors "make contributions to a common fund for the purpose of entering into Private Placement Program (PPP) for a minimum of USD One Million Dollars (US \$1,000,000.00), called the business interest." The JV Agreement further stated that the "Joint Venture [is] to acquire and hold the business interest in common and to provide the finances required to enter into the Private Placement Program." The investors receive an "undivided fractional part in the business interest."
- 11. The JV Agreement further stated that FIVE STAR TREE would act as the "nominee" for the investors. The investment will be held in the name of R. MCCULLUM JR. on behalf of FIVE STAR TREE. R. MCCULLUM JR., on behalf of FIVE STAR TREE, will "pay a total profit to the [investor] 5 times the money within 15 business days of receipt of funds earned profits from the PPP [Private Placement Program]." R. MCCULLUM JR. signed the JV Agreements as the "managing member" of FIVE STAR TREE.
- 12. The investors' funds were pooled into one bank account. R. MCCULLUM JR. instructed the investors to wire their investment funds directly to the bank account of FIVE STAR TREE controlled by R. MCCULLUM JR. and ATWOOD. In some instances, immediately after the wire transfer was credited to the FIVE STAR TREE bank account, R. MCCULLUM JR. and ATWOOD withdrew the investors' funds to pay personal expenses.

- 13. FIVE STAR TREE and R. MCCULLUM JR. were to receive five percent of the "total gross income" as a fee.
- 14. FIVE STAR TREE and R. MCCULLUM JR. represented to offerees and investors that their investment funds would be used to fund the purchase of a "Private Placement Program" when in fact the funds were used to pay personal expenses of R. MCCULLUM JR. and ATWOOD.
- 15. FIVE STAR TREE and R. MCCULLUM JR. misrepresented to offerees and investors that the investment was guaranteed to pay 500 percent in 15 days when in fact the funds were used to pay personal expenses and no funds appear to have been invested in any type of trading platform.
- 16. At all relevant times, neither FIVE STAR TREE nor R. MCCULLUM JR. were registered with the Commission as securities dealers or salesmen.
- 17. The securities offered and sold by FIVE STAR TREE and R. MCCULLUM JR. were not registered with the Commission.

#### II.

# **CONCLUSIONS OF LAW**

- 1. The Commission has jurisdiction over this matter pursuant to Article XV of the Arizona Constitution and the Securities Act.
- 2. Respondents offered or sold securities within or from Arizona, within the meaning of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).
- 3. Respondents violated A.R.S. § 44-1841 by offering or selling securities that were neither registered nor exempt from registration.
- 4. Respondents violated A.R.S. § 44-1842 by offering or selling securities while neither registered as dealers or salesmen nor exempt from registration.
- 5. FIVE STAR TREE and R. MCCULLUM JR., directly or indirectly, violated A.R.S. § 44-1991 by (a) employing a device, scheme, or artifice to defraud, (b) making untrue statements

or misleading omissions of material facts, and (c) engaging in transactions, practices, or courses of business that operate or would operate as a fraud or deceit. Specifically,

- a. FIVE STAR TREE and R. MCCULLUM JR. represented to offerees and investors that their investment funds would be used to fund the purchase of a "Private Placement Program" when in fact the funds were used to pay personal expenses of FIVE STAR TREE and R. MCCULLUM JR.; and
- b. FIVE STAR TREE and R. MCCULLUM JR. misrepresented to offerees and investors that the investment was guaranteed to pay 500 percent in 15 days when in fact the funds were used to pay personal expenses and no funds appear to have been invested in any type of trading platform.
- 6. ATWOOD directly or indirectly controlled FIVE STAR TREE within the meaning of A.R.S. § 44-1999. Therefore, ATWOOD is jointly and severally liable under A.R.S. § 44-1999 to the same extent as FIVE STAR TREE for any violations of A.R.S. § 44-1991.
- 7. The conduct by FIVE STAR TREE, R. MCCULLUM, JR and ATWOOD are grounds for a cease and desist order pursuant to A.R.S. § 44-2032.
- 8. The conduct by FIVE STAR TREE, R. MCCULLUM JR. and ATWOOD are grounds for an order of restitution pursuant to A.R.S. § 44-2032.
- 9. The conduct by FIVE STAR TREE, R. MCCULLUM JR. and ATWOOD are grounds for administrative penalties under A.R.S. § 44-2036.
- 10. R. MCCULLUM JR. and ATWOOD acted for the benefit of their marital community and, pursuant to A.R.S. §§ 25-214 and 25-215, this Order of restitution and administrative penalties is a debt of the community.

III.

#### **ORDER**

THEREFORE, on the basis of the Findings of Fact, Conclusions of Law, and FIVE STAR TREE SERVICE AND LANDSCAPES, LLC's, RICHARD MCCULLUM, JR's. and LEAH

ATWOOD's consent to the entry of this Order, attached and incorporated by reference, the Commission finds that the following relief is appropriate, in the public interest, and necessary for the protection of investors:

IT IS ORDERED, pursuant to A.R.S. § 44-2032, that FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD and any of their agents, employees, successors and assigns, permanently cease and desist from violating the Securities Act.

IT IS FURTHER ORDERED that FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD comply with the attached Consent to Entry of Order.

IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD, individually, and the marital community of RICHARD MCCULLUM, JR. and LEAH ATWOOD, jointly and severally, pay restitution to the Commission in the principal amount of \$197,500. Payment is due in full on the date of this Order. Payment shall be made to the "State of Arizona" to be placed in an interest-bearing account controlled by the Commission. Any principal amount outstanding shall accrue interest at the rate of 10 percent per annum from the date of purchase until paid in full. Interest in the amount of \$21,191.78 has accrued from the date of purchase to October 7, 2010.

The Commission shall disburse the funds on a pro-rata basis to investors shown on the records of the Commission. Any restitution funds that the Commission cannot disburse because an investor refuses to accept such payment, or any restitution funds that cannot be disbursed to an investor because the investor is deceased and the Commission cannot reasonably identify and locate the deceased investor's spouse or natural children surviving at the time of the distribution, shall be disbursed on a pro-rata basis to the remaining investors shown on the records of the

Commission. Any funds that the Commission determines it is unable to or cannot feasibly disburse shall be transferred to the general fund of the state of Arizona.

IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD, and the marital community of RICHARD MCCULLUM, JR. and LEAH ATWOOD, jointly and severally, shall pay an administrative penalty in the amount of \$25,000 if the full amount of restitution and interest is paid by the date of this Order. If the full amount of restitution and interest is not paid by the date of this Order, the administrative penalty will be \$50,000. Payment is due in full on the date of this Order. Payment shall be made to the "State of Arizona." Any amount outstanding shall accrue interest as allowed by law.

IT IS FURTHER ORDERED that payments received by the state of Arizona shall first be applied to the restitution obligation. Upon payment in full of the restitution obligation, payments shall be applied to the penalty obligation.

For purposes of this Order, a bankruptcy filing by FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. or LEAH ATWOOD shall be an act of default. If FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. or LEAH ATWOOD do not comply with this Order, any outstanding balance may be deemed in default and shall be immediately due and payable.

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1	1 IT IS FURTHER ORDERED, that if FIVE STA	R TREE SERVICE AND LANDSCAPES,
2	2 LLC, RICHARD MCCULLUM, JR. or LEAH ATW	OOD fail to comply with this order, the
3	3 Commission may bring further legal proceedings agains	t them, including application to the superior
4	4 court for an order of contempt.	
5	5 IT IS FURTHER ORDERED that this Order sha	ll become effective immediately.
6	BY ORDER OF THE ARIZONA CORE	PORATION COMMISSION
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9	9 CHAIRMAN	COMMISSIONER
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11	11 COMMISSIONER COMMISSION	IER COMMISSIONER
12	12	TO THE RESERVE OF THE PROPERTY
13	13   Executive Directo	WHEREOF, I, ERNEST G. JOHNSON, r of the Arizona Corporation Commission,
14	Commission to b	my hand and caused the official seal of the se affixed at the Capitol, in the City of
15	Dhoeniy this	day of, 2010.
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19	19	
20	20 DISSENT	
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24	This document is available in alternative formats by concordinator, voice phone number 602-542-3931, e-mai	ntacting Shaylin A. Bernal, ADA l sabernal@azcc.gov.
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### CONSENT TO ENTRY OF ORDER

- 1. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD admit the jurisdiction of the Commission over the subject matter of this proceeding. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD acknowledge that they have been fully advised of their right to a hearing to present evidence and call witnesses and they knowingly and voluntarily waive any and all rights to a hearing before the Commission and all other rights otherwise available under Article 11 of the Securities Act and Title 14 of the Arizona Administrative Code. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD acknowledge that this Order To Cease and Desist, Order For Restitution, Order For Administrative Penalties and Consent To Same ("Order") constitutes a valid final order of the Commission.
- 2. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD knowingly and voluntarily waive any right under Article 12 of the Securities Act to judicial review by any court by way of suit, appeal, or extraordinary relief resulting from the entry of this Order.
- 3. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD acknowledge and agree that this Order is entered into freely and voluntarily and that no promise was made or coercion used to induce such entry.
- 4. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD understand and acknowledge that they have a right to seek counsel regarding this Order, and that they have had the opportunity to seek counsel prior to signing this Order. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD acknowledge and agree that, despite the foregoing, they freely and voluntarily waive any and all right to consult or obtain counsel prior to signing this Order.

- 5. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD neither admit nor deny the Findings of Fact and Conclusions of Law contained in this Order. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD agree that they shall not contest the validity of the Findings of Fact and Conclusions of Law contained in this Order in any present or future proceeding in which the Commission or any other state agency is a party concerning the denial or issuance of any license or registration required by the state to engage in the practice of any business or profession.
- 6. By consenting to the entry of this Order, FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD agree not to take any action or to make, or permit to be made, any public statement denying, directly or indirectly, any Finding of Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual basis. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD will undertake steps necessary to assure that all of their agents and employees understand and comply with this agreement.
- 7. While this Order settles this administrative matter between FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD and the Commission, they understand that this Order does not preclude the Commission from instituting other administrative or civil proceedings based on violations that are not addressed by this Order.
- 8. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD understand that this Order does not preclude the Commission from referring this matter to any governmental agency for administrative, civil, or criminal proceedings that may be related to the matters addressed by this Order.
- 9. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD understand that this Order does not preclude any other

agency or officer of the state of Arizona or its subdivisions from instituting administrative, civil, or criminal proceedings that may be related to matters addressed by this Order.

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STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD 10. FIVE MCCULLUM, JR. and LEAH ATWOOD agree that they will not apply to the state of Arizona for registration as a securities dealer or salesman or for licensure as an investment adviser or investment adviser representative until such time as all restitution and penalties under this Order are

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paid in full.

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FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD 11. MCCULLUM, JR. and LEAH ATWOOD agree that they will not exercise any control over any entity that offers or sells securities or provides investment advisory services within or from Arizona until such time as all restitution and penalties under this Order are paid in full.

- FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD 12. MCCULLUM, JR. and LEAH ATWOOD agree that they will not sell any securities in or from Arizona without being properly registered in Arizona as a dealer or salesman, or exempt from such registration; they will not sell any securities in or from Arizona unless the securities are registered in Arizona or exempt from registration; and they will not transact business in Arizona as an investment adviser or an investment adviser representative unless properly licensed in Arizona or exempt from licensure.
- RICHARD MCCULLUM, JR. and LEAH ATWOOD acknowledge that any 13. restitution or penalties imposed by this Order are the obligations of themselves and the marital community.
- FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD 14. MCCULLUM, JR. and LEAH ATWOOD consent to the entry of this Order and agree to be fully bound by its terms and conditions.
- FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD 15. MCCULLUM, JR. and LEAH ATWOOD acknowledge and understand that if they fail to comply

proceedings against them, including application to the superior court for an order of contempt. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD 16. MCCULLUM, JR. and LEAH ATWOOD understand that default shall render them liable to the Commission for its costs of collection and interest at the maximum legal rate. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD 17. MCCULLUM, JR. and LEAH ATWOOD agree and understand that if they fail to make any payment as required in the Order, any outstanding balance shall be in default and shall be immediately due and payable without notice or demand. FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD agree and understand that acceptance of any partial or late payment by the Commission is not a waiver of default by the Commission. 

Decision No.

with the provisions of the order and this consent, the Commission may bring further legal

	Docket No. S-20715A-09-0564
1	Look Stured
2	LEAH ATWOOD
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4	STATE OF ARIZONA ) ss
5	County of Pina )
6	SUBSCRIBED AND SWORN TO BEFORE me this 2 day of Sept, 2010.
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8	NOTARY PUBLIC
9	My commission expires:  Wy County MAXEY  Plant Opinion Expires 02/20/13
10	OUS - 50-13 ANATON AND STATE OF ARIZONS WIND COUNTY WIND COUNTY
11	FIVE STAR TREE SERVICE AND LANDSCAPES, LLC
12	Right Atwood
13	By LEAH ATWOOD, Its Manager
14	
15	STATE OF ARIZONA ) ss.
1.6	County of Pinal )
17	SUBSCRIBED AND SWORN TO BEFORE me this 2 day of Sept, 2010.
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19	NOTARY PUBLIC
20	My commission expires:
21	My Commission Expires 02/20/13
22	Pinal County  YEAXEN JUAG
23	ANOZIRA PUBLIC ANOZIRA OF STATE
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Decision No.

1	SERVICE LIST FOR: FIVE STAR TREE SERVICE AND LANDSCAPES, LLC, RICHARD MCCULLUM, JR. and LEAH ATWOOD
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Docket Control Arizona Corporation Commission 1200 West Washington Phoenix, AZ 85007	Arizona Corporation Commission
	Phoenix, AZ 85007
ALJ Marc Stern Arizona Corporation Commission/Hearing Division 1200 West Washington Phoenix, AZ 85007	ALJ Marc Stern
	1200 West Washington
	Phoenix, AZ 85007
8 Richard McCullum, Jr. 5703 Laurel Canyon Blvd., #306	Richard McCullum, Jr. 5703 Laurel Canyon Blvd., #306
9	Valley Village, CA 91607
10	Leah Atwood 5746 South Estrella Road, No. 2
Gold Canyon, AZ 85118-	
12	Five Star Tree and Landscapes, LLC 5746 South Estrella Road, No. 2
13 Gold Canyon, AZ 85118-	Gold Canyon, AZ 85118-
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